

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.06-104**  
**ANNUAL SUPPLY FOR**  
**FOOD PRODUCTS FOR PARKS CONCESSIONS**

**DATE:** April 26, 2006

**CONTRACT PERIOD:** April 1, 2006 thru Oct. 31, 2006

**CONTRACTOR:** Lorri's Lunch Box  
8410 K Street, #5  
Omaha, NE 68127

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Lorri Dilley  
**Telephone No.:** 402-597-1623  
**FAX No.:** 402-597-0991  
**E-Mail Address:** [lorri@lorrislunchbox.com](mailto:lorri@lorrislunchbox.com)

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**Per Spec & Contract 2006:**

**Item Numbers:**

60, 61, 62, 63, 64, and 65

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76103  
Dated: 4/24/06

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY FOR FOOD PRODUCTS  
FOR PARKS CONCESSIONS  
SPECIFICATION 06-104**

**Contractor:**

**Lorri's Lunch Box  
8410 K Street, #5  
Omaha, NE 68126**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 30<sup>th</sup> day of March 2006, by and between **Lorri's Lunch Box, 8410 K Street, #5, Omaha, NE 68126** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply for Food Products for Parks Concessions, Spec. No. 06-104,**

**Item Numbers:** 60, 61, 62, 63, 64, 65

e Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

As Per Attached Bid Schedule

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be as ordered through October 31, 2006.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

# CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

## EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.

dated

76103

4-24-06

## EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Lorri's Lunch Box

Name of Corporation

8410 K Street #5

(Address) Omaha, NE 68127

By:

Duly Authorized Official

Vice - President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name Lorrichuck Box

BIDDING SCHEDULE, Continued

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
48.	Sour Bites, Strawberry Candy (1900 servings)	10 Cs.	\$ _____	\$ _____
48.1	2 oz bag			
48.2	8/24 per case			
49.	Equal Sweetener, Individual Packets	5 Cs.	\$ _____	\$ _____
49.1	List qty per case _____			
50.	Sugar, Individual Packets	5 Cs.	\$ _____	\$ _____
50.1	List qty per case _____			
51.	Non-Dairy Creamer, Individual Packets	5 Cs.	\$ _____	\$ _____
51.1	List qty per case _____			
52.	Portion cups	5000 cups	\$ _____	\$ _____
52.1	Paper			
52.2	1 oz			
53.	Portion Cups	2000 cups	\$ _____	\$ _____
53.1	Plastic			
53.2	3 oz			
54.	Licorice(2300 servings)			
53.1	Family Size, 6 oz	192 cases	\$ _____	\$ _____
53.2	12/case			
53.3	Blue Raspberry or Strawberry Flavors			
55.	Snickers Candy Bar			
55.1	2.07 oz.			
55.2	48 per case	250 cases	\$ _____	\$ _____
56.	M & M Plain			
55.1	1.69 oz.			
55.2	48 per box	6 boxes	\$ _____	\$ _____
57.	M & M Peanut			
56.1	1.69 oz.			
56.2	48 per boxes	9 boxes	\$ _____	\$ _____
58.	Skittles			
57.1	Regular Size			
57.2	36 per case	10 cases	\$ _____	\$ _____
59.	Animal Crackers			
57.2.1	2.125 oz.	2 cases	\$ _____	\$ _____
57.2.2	60 per case			
60.	Ham/Cheese Prepackaged Sandwich	300	\$ <u>1.45</u>	\$ <u>435</u> <sup>00</sup>
57.2.3	6 oz.			

Company Name Lorrichunch box

BIDDING SCHEDULE, Continued

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
61.	Turkey/Cheese Prepackaged Sandwich 57.2.4 5.5 oz.	300	\$ <u>1.60</u>	\$ <u>480<sup>00</sup></u>
62.	Roast Beef/Cheese Prepackaged Sandwich 57.2.5 4.2 oz.	200	\$ <u>1.75</u>	\$ <u>350<sup>00</sup></u>
63.	Del Ray Prepackaged Sandwich 57.2.6 Ham, pepperoni, and provolone 57.2.7 5 oz.	200	\$ <u>1.55</u>	\$ <u>310<sup>00</sup></u>
64.	Mini Sub Prepackaged Sandwich 57.2.8 Ham, salami, bologna, and cheese 57.2.9 5 oz.	200	\$ <u>1.50</u>	\$ <u>300<sup>00</sup></u>
65.	Hamburger Prepackaged Sandwich 57.2.10 Fully cooked patty	400	\$ <u>1.50</u>	\$ <u>600<sup>00</sup></u>

orig.  
Lorris

NO BID SECURITY REQUIRED

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes \_\_\_\_\_  
No X

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: 4/4; or  
(b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_  
(c) If (b), state period for which prices will remain firm:  
Through \_\_\_\_\_

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Lorri Dilley  
TITLE: Owner  
PHONE NO. 402 597-1623

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 06-104

Lorris Lunch Box  
COMPANY NAME  
8410 K St #5  
STREET ADDRESS or P.O. BOX  
Omaha NE 68127  
CITY, STATE ZIP CODE  
402 597 1623 402 597 0991  
TELEPHONE No. FAX No.  
lorri@lorrilunchbox.com  
E-MAIL ADDRESS

Lorri Dilley  
BY (Signature)  
Lorri Dilley  
(Print Name)  
Owner  
(Title)  
3/21/06  
(Date)  
Wednesday  
ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: Bid The Intent to Award will be listed on the website when a recommendation is received from the Department.